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May 08, 2017
EDWARD J. EMMONS, CLERK
U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA

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Attorneys for Movant,
Wells Fargo Bank, NA

The following constitutes the order of the court.
Signed May 5, 2017

William J. Lafferty, III
U.S. Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT

NORTHERN DISTRICT OF CALIFORNIA - OAKLAND DIVISION

In re SANDY GAIL PUBILL AKA SANDY G MUNMON, Debtor.	Case No. 12-49510-WJL Chapter 13 R.S. No. ALG-443 **ORDER GRANTING MOTION FOR RELIEF FROM AUTOMATIC STAY** **Hearing:** Date: April 19, 2017 Time: 9:30 a.m. Place: 220 1300 Clay Street Oakland, CA 94612

The above-captioned matter came for hearing on April 19, 2017, at 9:30 a.m., in Courtroom 220, upon the Motion of Wells Fargo Bank, NA ("Movant"), for relief from the automatic stay of 11 U.S.C. § 362, to enforce its interest in the property of Sandy Gail Pubill ("Debtor") commonly known as 2948 Morro Dr, Antioch, California 94531-7106 (the "Real Property"), which is legally described as follows:

> SEE LEGAL DESCRIPTION IN DEED OF TRUST ATTACHED AS EXHIBIT B TO MOTION FOR RELIEF FROM STAY, DOCKET ENTRY NUMBER 54.

Appearances as noted on the record.

Based on the arguments of counsel, and good cause appearing therefor, IT IS HEREBY ORDERED:

1) Effective May 19, 2017, the automatic stay of 11 U.S.C. § 362, is hereby terminated as it applies to the enforcement by Movant of all of its rights in the Real Property under Note and Deed of Trust, and pursuant to applicable state law;

2) Effective May 19, 2017, Movant is authorized to foreclose its security interest in the Real Property under the terms of the Note and Deed of Trust, and pursuant to applicable state law;

3) The 14-day stay provided by Bankruptcy Rule 4001 (a)(3) is waived;

4) Post-petition attorney's fees and costs for the within motion may be added to the outstanding balance of the subject Note as allowed under applicable non-bankruptcy law;

5) Upon foreclosure, in the event Debtor fails to vacate the Real Property, Movant may proceed in State Court for unlawful detainer pursuant to applicable state law;

6) Upon entry of this Order, the Chapter 13 Trustee shall cease making payments in regard to Movant's claim filed in this bankruptcy case;

7) Movant may offer and provide Debtor with information re: a potential Forbearance Agreement, Loan Modification, Refinance Agreement, or other Loan Workout/Loss Mitigation Agreement, and may enter into such agreement with Debtor. However, Movant may not enforce, or threaten to enforce, any personal liability against Debtor if Debtor's personal liability is discharged in this bankruptcy case; and

8) This Order shall be binding and effective despite any conversion of this bankruptcy case to a case under any other chapter of Title 11 of the United States Code.

** END OF ORDER **

COURT SERVICE LIST